

**SUPPLEMENTAL EXHIBIT A**

**Roofing Contract and Certified Demand Letter from American Remodeling**

This exhibit includes:

1. The roofing and window contract signed by Plaintiff and American Remodeling on January 28, 2025. The contract explicitly states that performance was contingent upon successful financing.
2. The certified demand letter issued by American Remodeling after New American Funding failed to complete the refinance. The contractor is now threatening legal action against Plaintiff Maryann Butler for payment.

This documentation establishes a direct link between the Defendant's refinance failure and imminent third-party legal harm to Plaintiff. The contract and follow-up demand letter together confirm that Plaintiff acted in good faith and is now being financially threatened for circumstances created entirely by Defendant's conduct.

Submitted in support of:

Emergency Judicial Notice of Imminent Third-Party Harm and Request for Immediate Response Order



AMERICAN REMODELING ENTERPRISES, INC.  
 57 St. James Street  
 Schuylkill Haven, PA 17972  
 Phone: 888-739-7339 • Fax: 570-739-1984  
 PA HIC #004002 • NJ HIC #13VH05613200

**PENNSYLVANIA'S CONSUMER PROTECTION ACT  
 HOME IMPROVEMENT CONTRACT**

**PARAGRAPH 1 - OWNER:**

Name(s): Maryann Butler, Peter Davis  
 Address: 1823 State St Harrisburg PA 17103  
 Telephone Number: 717 424-8220 E-Mail: MRMAILAH87@icloud.com

**PARAGRAPH 2 - WORK:**

Contractor agrees to provide all labor and materials to complete the Work described in the attached Scope of Work for the purpose of  
8 composite windows, 10 sq rubber 450 Entinity Atlantic

**PARAGRAPH 3 - START AND COMPLETE DATES:**

Subject to the provisions of this agreement, the anticipated start date for the Work is 4-28-25, and the  
 anticipated completion date is 4-29-25.

**PARAGRAPH 4 - PRICE AND DEPOSIT/ADVANCE:**

Owner agrees to pay a total Price of \$ 39,120.00 for the Work. At the signing of this agreement, Owner will pay a down payment  
 representing the Deposit and an Advance for the Purchase of Special Order Materials, according to the attached Payment Schedule.

**PARAGRAPH 5 - ATTACHMENTS:**

- ☒ Scope of Work, Materials and Specifications  
☒ Payment Schedule  
☒ Owner's Right to Cancel/Notice of Cancellation  
☒ List of Subcontractors  
☐ Arbitration Process  
☐ Emergency Work Authorization  
☐ Change Order  
☐ Other - \_\_\_\_\_

BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT (1) OWNER HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS CONTRACT, INCLUDING THE PROVISIONS ON THE REVERSE OF THIS PAGE AND THE ATTACHMENTS TO THIS CONTRACT, (2) OWNER UNDERSTANDS THAT ONCE SIGNED THIS AGREEMENT IS A BINDING CONTRACT, (3) OWNER HAS BEEN ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING IF LEGAL ADVICE IS DESIRED, AND (4) OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT AND ALL ATTACHMENTS TO THIS CONTRACT, INCLUDING TWO COPIES OF THE OWNER'S RIGHT TO CANCEL NOTICE. (EACH ATTACHMENT TO BE INCLUDED MUST BE CHECKED OFF)

You, the Owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.

Owners Certification regarding EPA's Renovation, Repair and Painting Rule:

- ☐ I/We certify that my/our home was built AFTER January, 1978  
☒ My/Our house was built BEFORE January 1, 1978. I/We have received a copy of the lead hazard information pamphlet informing me/us of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit.  
 I/We received this pamphlet before the work began.

**ACCEPTANCE BY OWNER:**

Maryann Butler  
 Owner Signature Date  
Peter Davis  
 Owner Signature Date 1/28/2025

**ACCEPTANCE BY CONTRACTOR:**

Mike Hoff  
 Contractor Signature Date 1-28-25  
 Contractor Signature Date



**ATTACHMENT — OWNER'S RIGHT TO CANCEL/NOTICE OF CANCELLATION  
THREE BUSINESS DAY RIGHT OF RECISSION NOTICE**

Date of transaction: 1/20/25

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to American Remodeling Enterprises, Inc. (Contractor), at 57 St. James Street, Schuylkill Haven, PA 17972 (Contractor's place of business) not later than midnight of 1/31/25 (date).

I hereby cancel this transaction.

Date

Owner's signature

Owner's signature

Date of transaction: \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to American Remodeling Enterprises, Inc. (Contractor), at 57 St. James Street, Schuylkill Haven, PA 17972 (Contractor's place of business) not later than midnight of 1/31/25 (date).

I hereby cancel this transaction.

Date

Owner's signature

Owner's signature

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Contractor Initials: MS

Home Owners Initials: MB/AD



**ADDITIONAL PROVISIONS****Dates:**

The anticipated start and complete dates may be subject to delays for a variety of reasons not originally anticipated, including, but not limited to, changes made to the Scope of Work, Materials or Specifications, delays in the receipt of materials required for the Work, adverse weather conditions or other acts of God, unavailability of materials, labor or equipment, delays resulting from Owner's acts or failure to act, the discovery of concealed conditions or hazardous materials or other reasons beyond Contractor's reasonable control.

**Special Order Materials:**

Materials specially ordered for the Work cannot be returned by Contractor after they have been ordered. Owner is responsible for the cost of these items even in the event that they are not used for any reason. Contractor will not order these items until Owner's Right to Cancel has elapsed. Owner shall pay to Contractor, in addition to the Deposit, an Advance for such items at the signing of the contract. Owner shall pay to Contractor the cost for such items within two (2) business days of Contractor's invoice for such items indicating that any such items have been ordered.

**Change Orders:**

A written Change Order, signed and dated by Owner and Contractor, is required for any agreed upon change to the Scope of Work, Materials and Specifications, Price and/or Start and Complete Date.

**Payment Schedule:**

Payments due from Owner to Contractor must be made within business days of Contractor's invoice. Past due payments are subject to a 1-1/2% per month (18% annual) finance charge. Contractor is excused from continuing its work in the event of any failure by Owner to make full and timely payment of any payment due.

**Subcontractors:**

Contractor may use subcontractors in addition to or in substitution for those initially identified by Contractor. Under no circumstances shall Owner contract for any work with any subcontractor. No subcontractor may agree to any change in the Work on behalf of Contractor.

**Liability Insurance:**

The law requires that Contractor maintain certain minimum insurance coverage for personal injury liability and property damage liability. Contractor presently maintains insurance coverage in the amount of \$ 1,000,000 for personal injury liability and \$ 1,000,000 for property damage liability. In the event that Contractor reduces such coverage prior to completion of the Work, Contractor shall give Owner notice thereof within ten (10) days following such change.

**Entire Agreement:**

This two sided document and the indicated attachments contain the whole agreement between Owner and Contractor. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever between the parties. This contract shall not be altered, amended, changed or modified except in writing executed by the parties. (PA#004002)

**Governing Law:**

This contract is governed by the internal laws of the Commonwealth of Pennsylvania.

**Permits:**

Contractor is responsible for obtaining all permits (including building, electrical, mechanical and/or plumbing, but specifically excluding any zoning or similar land use permit) required for the completion of the Work. The cost of such permits is included as part of the Price.

**Cancellation:**

After Owner's Right to Cancel has elapsed, Owner shall be permitted to cancel the Work only upon written consent of Contractor. If such consent is granted, Owner agrees to pay Contractor all costs incurred by Contractor for labor and materials to date for the Work in addition to the profit Contractor would have earned upon completion of the Work, and the parties agree that Contractor's lost profit shall be 20% of the total Price.

Contractor Initials: MS

**Utilities:**

Owner shall provide, at Owner's sole cost and expense, all utilities required for the completion of the Work.

**Release:**

Owner grants Contractor permission to take photographs of the Work before, as and after it is completed and to use such photographs, Owner's name and address for publicity purposes.

**Limited Warranty:**

All labor and materials furnished by Contractor shall be in accordance with the Scope of Work, Materials and Specifications. All labor provided by Contractor shall be performed and provided in a good and workmanlike manner. All materials, appliances and mechanical equipment are provided solely subject to the manufacturer's warranties which shall be provided and assigns to Owner upon payment in full of the Price.

For a period of 12 months - 30 years

following completion of the Work, Contractor shall, at Contractor's option, repair, replace or reinstall any defects in workmanship provided that written notice of any such defect has been provided by Owner to Contractor prior to such date. EXCEPT AS PROVIDED HEREIN, CONTRACTOR MAKES NO OTHER PROMISES, REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, WORKMANLIKE CONSTRUCTION, DESIGN, CONDITION, QUALITY OR OTHERWISE, AND CONTRACTOR HEREBY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. OWNER ACKNOWLEDGES THAT CONTRACTOR'S WARRANTY OBLIGATIONS ARE HEREBY LIMITED.

**Changes in Material Costs:**

The Price of the Work is based on current prices for materials and delivery charges. If there is an increase in delivered costs for material, purchased after the date of the contract, such additional cost shall be added to the Price and Owner shall pay the increase in such cost to Contractor. In the event of any such cost increase, Contractor shall provide Owner with written notice of the increased cost, the specific materials involved and the nature of the increased cost. Owner and Contractor shall execute a Change Order memorializing the increase in the Price.

**Substitution of Materials:**

Except for Special Order Materials (which may only be changed by a Change Order signed by Owner and Contractor), Contractor shall be permitted to substitute materials, at Contractor's sole discretion, which in Contractor's opinion are of like kind and quality for those otherwise set forth in the Scope of Work, Materials and Specifications.

**Jurisdiction / Venue / Applicable Law:**

This Contract shall be governed by the laws of the Commonwealth of Pennsylvania without regard to any conflicts of law provisions. Exclusive original jurisdiction for the resolution of all disputes related to this Contract shall rest with the Court of Common Pleas of Pennsylvania. Exclusive venue for the initial filing of any action shall be in the Schuylkill County Court of Common Pleas, or otherwise, to the United States District Court for the Middle District of the Commonwealth of Pennsylvania. Furthermore, if this Contract is for work being performed outside of the Commonwealth of Pennsylvania, the parties agree that the provisions of 73 Pa. C.S.A. §517.1, et seq. (the "PA Home Improvement Consumer Protection Act") shall not apply.

Bureau of Consumer Protection of the Office of the Pennsylvania Attorney General: 1-800-441-2555

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Home Owners Initials: MB / A.D.



Included	Not Included	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Place dumpster on job site where applicable.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tear off all existing roofing. Type: <u>rubber/shingle</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Replace rotten sheathing where applicable up to 300 square feet, excluding rafters.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Check roof area for protruding nails and remove any that are found.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Re-nail loose sheathing.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remove and replace flashing and vent pipe boots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remove and replace with oversized drip-edge. Color: <u>white</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Install premium ice and water shield above gutters and in all valleys.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Install So! R Skin underlayment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Install PermaShield underlayment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Install new Enfinity shingles. Style: <u>Enfinity</u> Color: <u>Atlantic Blue</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Install premium ridge vent.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Install premium hip & ridge shingles.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Clean up and remove all job-related debris.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Each job is over-shipped to avoid delays. Remove excess materials and re-stock.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Issue transferrable labor and material warranty. <input checked="" type="checkbox"/> Lifetime <input type="checkbox"/> 30 yr.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove and install new gutters. Color: _____ Feet: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove and install new down spout. Color: _____ Feet: _____

Best time to call: any Best # to call: 717-424-8220

Notes: 1080 Rubber 450 Atlantic blue

contingent upon - there financing - should in 30-60 days

Work not being done: finish job full screen

Contractor Initials: MS

Home Owner initials: A.D./MB



### ATTACHMENT - SCOPE OF WORK, MATERIALS AND SPECIFICATIONS

☒ **OPTION A:** (a check mark indicates that this option is selected)  
The plans, drawings, specifications of labor and materials, allowances and special order are set forth in detail in the attached document, sometimes identified as the estimate, proposal, quote, or similar name. The specifics of the attached page(s) are incorporated herein by reference.

☐ **OPTION B:** (a check mark indicates that this option is selected)

**1. PLANS AND DRAWINGS:**

Dated: \_\_\_\_\_; Consisting of \_\_\_\_\_ sheets; Prepared by \_\_\_\_\_

**2. SPECIFICATIONS - LABOR AND MATERIALS:**

Dated: \_\_\_\_\_; Consisting of \_\_\_\_\_ sheets; Prepared by \_\_\_\_\_

**3. ALLOWANCES:**

The price of allowance items is an estimate made prior to selection by Owner. If the actual cost, following selection by Owner, is greater of less than the allowance price, the Price shall be adjusted for the difference by a Change Order executed by Owner and Contractor. Owner's selection of allowance items shall be submitted in writing by Owner to Contractor. If Owner's election of any allowance item delays the Work, the date to complete shall be extended accordingly.

Allowance Item: \_\_\_\_\_

Allowance Price: \_\_\_\_\_

\$ 4-28-25

\$ \_\_\_\_\_

SEE REVERSE SIDE FOR ADDITIONAL ALLOWANCE ITEMS

**4. PURCHASE OF SPECIAL ORDER MATERIALS:**

The Special Order Materials for the Work and the cost thereof are as follows:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

SEE REVERSE SIDE FOR ADDITIONAL ALLOWANCE ITEMS

### ATTACHMENT - PAYMENT SCHEDULE

At the signing of this agreement, Owner will pay to Contractor a down payment in the amount of \$ \_\_\_\_\_ representing (1) a Deposit of \$ \_\_\_\_\_ and (2) an Advance in the amount of \$ N/A for the purchase of Special Order Materials. All Special Order Materials shall be paid for, in full, when ordered.

The balance of the Price shall be paid as follows:

☒ **OPTION A:** (a check mark indicates that this option is selected) On completion of the Work.

☐ **OPTION B:** (a check mark indicates that this option is selected) Progress payments are due when each phase of the Work is completed:

1. Amount due when Phase 1 is completed: \$ \_\_\_\_\_  
Phase 1 is completed when: \_\_\_\_\_

2. Amount due when Phase 2 is completed: \$ \_\_\_\_\_  
Phase 2 is completed when: \_\_\_\_\_

3. Amount due when Phase 3 is completed: \$ \_\_\_\_\_  
Phase 3 is completed when: \_\_\_\_\_

4. Amount due when Phase 4 is completed: \$ \_\_\_\_\_  
Phase 4 is completed when: \_\_\_\_\_

5. Amount due when Phase 5 is completed: \$ 39,120.00  
Phase 5 is completed when: 11/7/36 mail in 4/11/25

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Contractor Initials: \_\_\_\_\_

Home Owners Initials: MB / A.D



### Anticipated Start Dates

Start date on contract is not exact start date. The actual start date may change due to many factors including but not limited to weather, material delays, labor delays, etc. **DO NOT TAKE OFF WORK ON THE DAYS STATED ON CONTRACT AS THEY ARE ANTICIPATED AT THE TIME OF SIGNING THE CONTRACT;** you will receive an exact start date from the office at a later time. Again, **DO NOT TAKE OFF WORK ON THE DAYS STATED ON THE CONTRACT AS THEY ARE ANTICIPATED AT THE TIME OF SIGNING THE CONTRACT.**

4-28-25

HOMEOWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

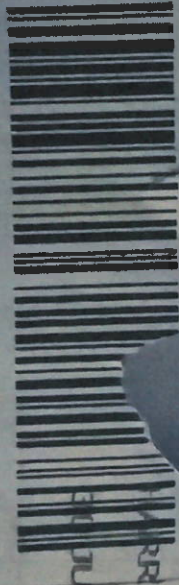
HOMEOWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY REP.: M. Singh DATE: 1-28-25



  
**American Remodeling ENTERPRISES**  
57 St James Street  
Schuylkill Haven, PA 17972

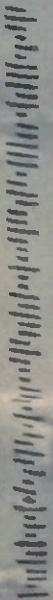
CEP FIELD



9589 0710 5270 0124 1717 75

*Maryann Butler & Peter Davis*  
*1823 State Street*  
*Haverhill, Pa. 17103*

17103-155223



**Retail**



**RDC 99**

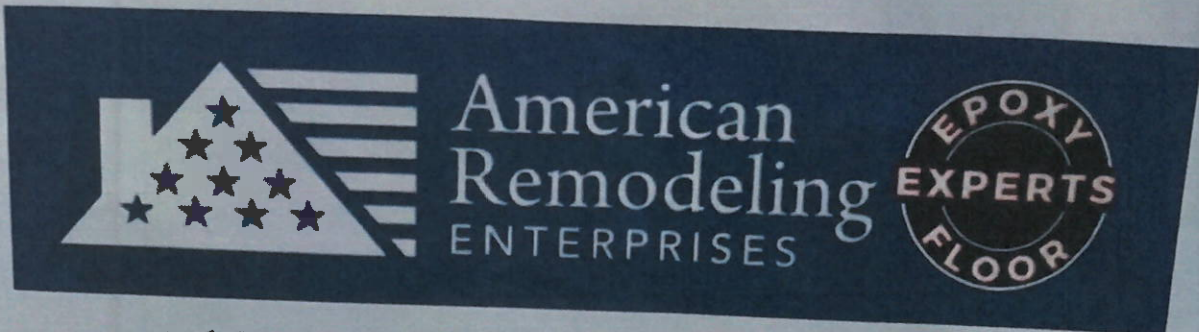


17103

**U.S. POSTAGE PAID**  
FCM LETTER  
SCHUYLKILL HAVEN  
PA 17972  
JUN 30, 2025  
**\$9.68**  
R2304E104848-01

REQUESTED





**57 St James Street, Schuylkill Haven, PA 17972 570-739-1980**

**PA 004002**

**PA 008737**

**Maryann Butler & Pete Davis**

**1823 State Street**

**Harrisburg, Pa. 17103**

**57 St. James Street**

**Schuylkill Haven, Pa. 17972**

**To: Maryann Butler & Pete Davis:**

**6/27/25**

**You signed your contract on 1/28/25. Under the terms of the contract, you have 3 business days to cancel. We will allow you to cancel, but you will be subject to the costs incurred to this point plus 20% for lost profit. As a gesture of good faith, we will only charge you costs incurred to this point plus 5% for lost profit. Costs to this point are \$4,662.00 and the 5% lost profit would be \$1,956.00 bringing your total to cancel to \$6,618.00. If you wish to cancel, please send a check for \$6,618.00 or we can install your job. You have 10 days from receiving this letter to respond or we will take legal action.**

**Thank you,**

**Kristie Ellis**

**Installation Scheduling Manager**



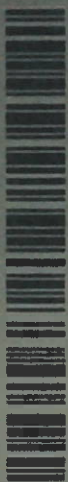
DO NOT DETACH  
THIS STICKER FROM THE FRONT OF THE MAIL  
PLACE THIS STICKER ON THE FRONT OF THE MAIL

# SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Margann Butler & Pete Davis  
1823 State St.  
Harrisburg, Pa. 17103



9590 9402 9451 5069 7292 76

## 2. Article Number (Transfer from service label)

9589 0710 5270 0124 1717 75

PS Form 3811, July 2020 PSN 7530-02-000-9053

# COMPLETE THIS SECTION ON DELIVERY

## A. Signature

☒ X

## B. Received by (Printed Name)

## C. Date of Delivery

☐ Agent  
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery |   |

☐ Registered Mail  
☐ Registered Mail Restricted Delivery (\$500)

Domestic Return Receipt



## **SUPPLEMENTAL EXHIBIT B**

### **Members 1st Financing Application, Denial, and FHA Transfer Efforts**

This exhibit includes:

- Plaintiff's loan application submitted to Members 1st Federal Credit Union
- Denial of the FHA case transfer, issued after Defendant failed to cooperate
- Email communications between Plaintiff, HUD, and Members 1st documenting Plaintiff's good faith efforts to secure alternate financing and complete the refinance

These materials demonstrate that Plaintiff took responsible steps to mitigate harm by pursuing an alternative FHA lender. Defendant's prior misconduct ultimately caused the collapse of this effort and contributed directly to third-party legal exposure.

Submitted in support of:

**Emergency Judicial Notice of Imminent Third-Party Harm and Request for Immediate Response Order**



From: Gore, Tonnie [GoreT@members1st.org](mailto:GoreT@members1st.org)  
Subject: RE: [External]Re: Urgent: FHA Case Transfer & Next Steps  
for Refinance  
Date: Mar 19, 2025 at 8:02:42 AM  
To: [mfmallah87@icloud.com](mailto:mfmallah87@icloud.com)

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Would you be available for a phone call this afternoon?



**MEMBERS 1<sup>st</sup>**  
FEDERAL CREDIT UNION

**Tonnie D. Gore**

Outside Sales Mortgage Originator  
at Members 1st FCU

**Phone:** (800) 237-7288

**Email:** [GoreT@members1st.org](mailto:GoreT@members1st.org)

5000 Marketplace Way  
Enola, PA 17025-2431

[www.members1st.org](http://www.members1st.org)



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**From:** [mfmallah87@icloud.com](mailto:mfmallah87@icloud.com) <[mfmallah87@icloud.com](mailto:mfmallah87@icloud.com)>  
**Sent:** Tuesday, March 18, 2025 1:38 PM  
**To:** Gore, Tonnie <[GoreT@members1st.org](mailto:GoreT@members1st.org)>  
**Subject:** [External]Re: Urgent: FHA Case Transfer & Next Steps for Refinance

You don't often get email from [mfmallah87@icloud.com](mailto:mfmallah87@icloud.com). [Learn why this is important](#)

**External Message:** Please note that this email originated from outside of Members 1st. Be mindful of any links or attachments in this message and use the Report Message button in Outlook if you have any doubts or concerns.

Dear Mr. Gore,

I want to express my sincere appreciation for your time and transparency as I navigate this FHA Cash-Out Refinance situation. Given that my rate lock with New American Funding (NAF) expires tomorrow (March 20, 2025), I am



working urgently to ensure a smooth transition.

I have made multiple formal requests for my FHA Case Number Transfer as required by HUD Mortgagee Letter 2009-40, yet NAF has failed to comply. Their continued delays have hindered my ability to move forward, and I am seeking to rectify this situation with the right lending partner.

To assist in this process and minimize any potential delays, I am providing the following key documents:

- FHA Case Transfer Request Email (Proof of my request to NAF)
- Appraisal Report (Confirms my home value for the refinance)
- Rate Lock Confirmation (Shows my loan lock status and urgency)
- Loan Estimate (LE) (Outlines original loan terms and estimated closing costs)

If there is any additional information or documentation you need, please let me know. I greatly appreciate your professionalism, and I value working with a company that upholds strong ethical and moral responsibilities. Given the urgency of this matter, I want to be as transparent as possible in sharing what I've been dealing with.

I genuinely need your help, and I trust that you will guide me in the best direction. Please feel free to reach out at your earliest convenience.



Best regards,

[Audury Petie Davis]

On the behalf of Maryann Butler

[mfmallah87@icloud.com]

On Mar 18, 2025, at 10:56 AM, [mfmallah87@icloud.com](mailto:mfmallah87@icloud.com) wrote:

Dear Mr. Gore,

Thank you again for taking the time to review my mother's refinancing options.  
I truly appreciate your transparency and responsiveness throughout this process.  
Given my situation with New American Funding (NAF) and the urgency of my  
rate lock expiring on March 20, 2025, I wanted to follow up and confirm what  
steps we can take on your end.

Current Situation:

- FHA Case Number: 446-6285091



- Loan Number (NAF): 1001748263
- Appraised Value: \$177,000 (Appraisal completed February 18, 2025)
- Rate Lock: 7.25% (Expires in 48 hours)
- I have formally requested the FHA Case Transfer Code from NAF, but they have not yet released it.
- If they continue delaying, I will be escalating to CFPB & HUD immediately.

Questions for Moving Forward:


1. Can Members 1st FCU begin pre-approval or underwriting without the FHA Case Transfer Code?
2. What documents do you need from me or my mother to proceed quickly?
3. Would she need to apply online, or can I handle the initial steps on her behalf before she finalizes?
4. If NAF continues to stall, do you have an alternative path to move forward?

I sincerely appreciate your time and guidance on this. Please let me know the best way to move forward and what you need from us.

Best regards,

Audury "Petie" Davis (On behalf of Maryann Butler)



 717-288-9726

 [mfmallah87@icloud.com](mailto:mfmallah87@icloud.com)

On Mar 17, 2025, at 4:01 PM, Gore, Tonnie <[GoreT@members1st.org](mailto:GoreT@members1st.org)> wrote:

Hey Petie

We can definitely offer solutions. Let's set up a call.

<Image.png>

<Image.png>

**Tonnie D. Gore**

Outside Sales Mortgage Originator  
at Members 1st FCU

**Phone:** (800) 237-7288

**Email:** [GoreT@members1st.org](mailto:GoreT@members1st.org)

5000 Marketplace Way  
Enola, PA 17025-2431

[www.members1st.org](http://www.members1st.org)

<Image.png> <Image.png> <Image.png> <Image.png>

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**From:** Petie Davis <[mfmallah87@icloud.com](mailto:mfmallah87@icloud.com)>

**Sent:** Friday, March 14, 2025 3:54:38 PM

**To:** Gore, Tonnie <[GoreT@members1st.org](mailto:GoreT@members1st.org)>

**Subject:** [External]Mortgage Loan Inquiry – Maryann Butler

You don't often get email from [mfmallah87@icloud.com](mailto:mfmallah87@icloud.com). [Learn why this is important](#)



**External Message: Please note that this email originated from outside of Members 1st. Be mindful of any links or attachments in this message and use the Report Message button in Outlook if you have any doubts or concerns.**

Dear Mr. Gore,

I hope this email finds you well. I am reaching out on behalf of my mother, Maryann Butler, a longstanding and responsible member of Members 1st Credit Union. She is exploring options for refinancing or alternative loan solutions to consolidate debt and position herself for financial stability.

Her financial background:

- Never defaulted on her mortgage or auto loan.
- Significant home equity in her primary residence.
- Currently carrying a high DTI due to credit card obligations but seeking consolidation to alleviate financial strain.
- Consistent employment and income flow with regular deposits into her Members 1st account.

She is particularly interested in loan options that prioritize loan-to-value (LTV) and equity over strict DTI and credit score considerations. Specifically, she is looking for:

- Portfolio loans or internal programs for high-DTI borrowers with strong equity.



- Home equity loan or refinancing options that allow for debt consolidation.
- Cash reserves flexibility to ensure loan security and responsible repayment.

**Banking Relationship with Members 1st:**

- Active checking and savings accounts.
- Regular direct deposits and responsible financial history.
- Member Account Ending in: 848 (provided for verification if necessary).

I understand that you are unable to discuss any specifics regarding my mother's account or financial situation with me due to privacy regulations. However, I would greatly appreciate it if you could confirm via email whether Members 1st can potentially offer a solution that aligns with her needs so that we can proceed accordingly.

Once we receive confirmation that there may be a viable option, we will schedule a call where she can verify her identity, discuss details directly, and provide any required documentation.

Given that Truist currently holds the mortgage, and Members 1st is a credit union known for working with members on flexible lending solutions, we are hopeful that there is a path forward for her. As mentioned, she has never defaulted on any mortgage or auto loan and is eager to get into a better financial position.



Please let us know the next steps and any documentation required.

Best regards,

Audury "Petie" Davis

(On behalf of Maryann Butler)

Phone: 717-288-9726

Email: [mfmallah87@icloud.com](mailto:mfmallah87@icloud.com)

From: Gore, Tonnie [GoreT@members1st.org](mailto:GoreT@members1st.org)  
Subject: Members 1st Mortgage update  
Date: Apr 8, 2025 at 1:48:24 PM  
To: Petie Davis [mfmallah87@icloud.com](mailto:mfmallah87@icloud.com), Petie Davis  
[mfmallah87@icloud.com](mailto:mfmallah87@icloud.com)

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**Good Afternoon Maryann and Petie**

**Due to the overall credit scores we are unable to offer a cash out refinance at this time. I would suggest working with Tenfold [717\) 397-5182](tel:7173975182) to learn more about ways to improve credit. We partner with tenfold with helping borrowers prepare for home ownership and they offer various services to help with credit repair. Below are the credit scores pulled from the three major bureaus. You can get a free copy of your credit report using the information provided below.**



## **SUPPLEMENTAL EXHIBIT C**

### **Plaintiff's Litigation Disclosure Email to American Remodeling**

This exhibit includes a direct email from Plaintiff's Authorized Representative to American Remodeling, sent to explain the refinancing delay and disclose the active litigation against New American Funding.

This communication shows that Plaintiff acted transparently and in good faith by notifying the contractor of the situation before any dispute escalated. Despite this, American Remodeling proceeded to issue a certified demand, reinforcing the urgency and real-world harm caused by Defendant's failure to perform.

Submitted in support of:

Emergency Judicial Notice of Imminent Third-Party Harm and Request for Immediate Response Order

From: Finance Dept [finance@americanremodeling.net](mailto:finance@americanremodeling.net)  
Subject: Re: 1823 State Street  
Date: Apr 2, 2025 at 1:17:43 PM  
To: [mfmallah87@icloud.com](mailto:mfmallah87@icloud.com)

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Thank you for the email. I will be sending over a change order shortly (coming from Robert Yeager, [info@americanremodeling.net](mailto:info@americanremodeling.net)) to push out that deposit date out 60 days. Please let me know if you have any further issues and require that to be updated. Thanks!

On Wed, Apr 2, 2025 at 8:43AM <[mfmallah87@icloud.com](mailto:mfmallah87@icloud.com)> wrote:

Hey Jamie, I just wanted to give you a quick update. I know you've been waiting on the deposit, and I truly appreciate your patience. The delay is coming from some serious issues with my lender—New American Funding—and it's gotten to the point where I had to file formal complaints with **HUD and the CFPB**.

I'm attaching official documentation from HUD showing that this issue is now under investigation, just to be transparent and let you know I'm not making excuses or wasting your time.

If it's possible, I'd really appreciate if you could give me a little more time—about **60 days**—to get this resolved and back on track. I'm still fully committed to the project and definitely want to move forward with you once this is cleared.

Thanks again for understanding, Jamie. I'll keep you posted every step of the way.